



**REQUEST FOR QUALIFICATIONS (RFQ) NO. K-21**  
**Keycard Access Control System**  
**Services and Product**

**County of San Bernardino**  
**Purchasing Department**  
**777 East Rialto Avenue**  
**San Bernardino, CA 92415-0760**  
**December 9, 2008**

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## **I. Introduction**

### **A. Purpose**

The County of San Bernardino Purchasing Department, hereinafter referred to as "County" is seeking proposals from interested and qualified security equipment installation and services vendors to install, maintain, and monitor Lenel and Kantech keycard access control systems in various facilities throughout the County of San Bernardino as periodically required by Departments. The County's overall objective is to improve security measures at County facilities.

This Request for Qualifications (RFQ) is being released to solicit for and select from interested and qualified vendors to enter into a contractual relationship with a pool of vendors (Pool members) for services requested. Vendors may submit proposals for one or both systems.

As projects arise, the County will issue Request for Quotes (RFQ) to Pool members. An RFQ is essentially a streamlined competitive process that expedites the selection process since Pool members have been pre-qualified. Members wishing to apply for a project will submit proposals per the instructions in the RFQ.

Although membership in the Pool is a prerequisite for obtaining work under this RFQ, there is no guarantee that Pool members will be awarded contracts during the Pool's duration. It is the County's intention to enter into an Agreement with Pool members for a term not to exceed three (3) years.

### **B. Period of Contract**

The term of this contract is for three (3) years, tentatively scheduled to begin on the date of approval by the Board, with two - one (1) year extensions based on satisfactory performance. Maximum term for this contract will not exceed five (5) years.

### **C. Minimum Vendor Requirements (Attachment B)**

All Vendors must:

1. Have a minimum of three (3) years continuous experience in having installed and maintained Lenel and/or Kantech keycard access control systems required by County to other governmental agencies and/or private companies similar to County.
2. Have no record of unsatisfactory performance with state and local fire marshals and other regulatory agencies, including unsatisfactory performance on prior County contracts.
3. Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs, or if applicable, the California State Contractor's License Board.
4. Maintain certifications from Lenel and/or Kantech to ensure continuous availability of installation, equipment, technical support and software upgrades during the term of the contract.
5. Vendor must be current with certifications and provide copies to the County.
6. Vendors must specify their highest level of certification and have at a minimum in good standing a State of California License C-7 issued by the California State Contractors' License Board. County's preference is in good standing a State of California C-10 issued by the California State Contractors' License Board.

7. Must have qualified staff that can install and maintain Lenel and/or Kantech keycard access control systems.
8. Must be able to provide service Countywide.
9. Must be currently licensed to do business in the State of California, which will be validated by you providing copies of all licenses and/or certifications as part of your proposal.
10. Must provide proof of certification of vendor, technicians and product.
11. Have a representative at the mandatory proposal conference as referenced in Section I. (D)
12. Provide at least three (3) different customer references (excluding the County of San Bernardino), one (1) of which should be government, serviced by the company where similar access control systems have been installed and serviced. Provide a customer contact name, telephone number, address, and dates of service on **Attachment E** - References.
13. Submit proposal in the manner as stated in Section III of this proposal.

**D. Mandatory Proposal Conference**

There will be a Mandatory Proposal Conference at the General Services Building, Main Conference Room, 777 East Rialto Avenue, San Bernardino, CA, at **1:30 PM (PST) on Thursday, December 18, 2008. Attendance at the conference is mandatory.** Proposals will not be accepted from Vendors who fail to attend the proposal conference.

**E. Questions**

Questions regarding the contents of this RFQ must be submitted in writing by **Wednesday, December 17, 2008** and directed to the individual listed in Section I, Paragraph F. All questions and answers will be posted on the County's website.

**F. Correspondence**

All correspondence, including proposals, is to be submitted to:

Betty Alexander, C.P.M., Buyer III  
San Bernardino County Purchasing Department  
General Services Building  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760

Fax Number: (909) 387-2245  
Email: [balexander@pur.sbcounty.gov](mailto:balexander@pur.sbcounty.gov)

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail or facsimile.**

**G. Admonition to Vendors**

Once this RFQ has been issued, Vendors are specifically directed not to contact County personnel for meetings, conferences, or technical discussions related to this RFQ. Failure to adhere to this policy may result in disqualification of the Vendor. All questions regarding this RFQ can be presented in writing as indicated in Section I, Paragraph E.

#### **H. Proposal Submission Deadline**

All proposals must be received at the address listed in Section I, Paragraph F, no later than **2 PM on Friday, January 9, 2009**. Facsimile or electronically transmitted proposals will not be accepted since they do not contain original signatures. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete proposals will not be opened and considered.

#### **I. Local Preference**

The County of San Bernardino has adopted a preference for vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods or supplies.

For purposes of the application of the local preference policy (County Policy 11-12), "principal place of business" is defined as the vendor's main office (or headquarters) or a major regional office. A "major regional office" is defined as a business location apart from the vendor's main office (or headquarters) which:

- Has been issued a business license, if required, and has been established and open for a minimum of six months prior to the date that the approval authority authorizes the circulation of an RFQ/RFQ/Quote for any contract, agreement, or purchase order to which it responds; and
- Can demonstrate on-going business activity in the field of endeavor on which the Vendor is proposing, from that office during the preceding six months; and
- Has a minimum of twenty-five percent (25%) of the vendor's full time management employees and twenty-five percent (25%) of its full time regular employees working from the San Bernardino County location(s).

The County's Local Preference Policy means for example, if two Vendors are responding to this RFQ and if quality, service and ability to meet the County's needs are equal, County staff must determine if one of the Vendors is a local vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local vendor for the contract award.

#### **II. Proposal Timeline**

Release of RFQ	Tuesday, December 9, 2008
Deadline for Submission of Questions	Wednesday, December 17, 2008
Mandatory Pre-proposal Conference	1:30 PM (PST), Thursday, December 18, 2008
Responses to Questions Posted to County's Website	Tuesday, December 23, 2008
Deadline for Proposals	2 PM (PST), Friday, January 9, 2009
Selected Vendors Notified	January 2009
Contract Negotiations and Completion Process Begins	January 2009
Contracts approved by the Board of Supervisors	February 2009

#### **III. Proposal Conditions**

##### **A. Contingencies**

This RFQ does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals, if the County determines it is in the best interest of the County to do so. The County will notify all vendors in writing, if the County rejects all proposals.

**B. Modifications**

The County reserves the right to issue addenda or amendments to this RFQ if the County considers that additional clarifications are needed. Only those vendors represented at the proposal conference will receive addenda or amendments issued after the Mandatory Conference.

**C. Proposal Submission**

To be considered, all proposals must be submitted in the manner set forth in this RFQ. It is the vendor's responsibility to ensure that its proposal arrives on or before the specified time.

**D. Incurred Costs**

The County is not obligated to pay any costs incurred by vendors in the preparation of a proposal in response to this RFQ. Vendors agree that all costs incurred in developing this proposal are the vendor's responsibility.

**E. Clarifications**

The County may require the potential Vendor selected to provide addition information or clarifications on any area contained in this RFQ or which might be used to evaluate vendors. This may include cost, technical, or other clarifications needed to make a decision.

**F. Acceptance or Rejection of Proposals**

Proposals shall remain open, valid and subject to acceptance anytime within one hundred eighty (180) days after the proposal opening. The County reserves the right to reject any or all proposals.

The County realizes that conditions other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. While cost may not be the primary factor in the evaluation process, it is an important factor.

**G. Formal Agreement**

Vendor will be required to enter into a formal agreement with the County. This RFQ sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFQ, Vendor will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment C** – Exceptions to RFQ.

**H. Level of Service**

County makes no assurances regarding minimum or maximum number of contracts awarded from this solicitation or once a contract or contracts are awarded, County makes no assurances regarding any amounts of work to be requested.

**I. Final Authority**

The final authority to award a Contract rests solely with the County of San Bernardino Board of Supervisors.

**IV. Scope of Work**

**Background**

On September 13, 2005 the Board of Supervisors (Board) approved agreements with five (5) qualified vendors as part of a pool of vendors to provide Lenel and Kantech keycard access control systems to the County from September 15, 2005 through September 14, 2008. The selection process was pursuant to purchasing policies adopted July 1, 2000 which require all procurements be solicited on a competitive basis. Since then some companies either no longer supply the security systems or are no longer in business. To maintain a pool of vendors the County is again seeking firms/individuals who have established experience and expertise in all

aspects of installing and maintaining Lenel and/or Kantech systems. Vendors will be required to prepare and submit in a proposal Lenel and/or Kantech keycard access control equipment costs and service maintenance rates on **Attachment F**.

**A. Installation Requirements**

1. Installation of keycard access control system including necessary magnetic/electronic latching components or upgrades and card readers. Installation is to include all necessary connections, cabling and electrical required to operate selected exterior and interior door openings devices and system components. All work must comply with Local, State and Federal Building and Fire Codes.
2. Installation of cabling and keycard access control system components must not distract or alter from the existing appearance of facilities.
3. Specify requirements for location of system operational equipment (i.e. square footage of space to house equipment; climate control if required and location of control equipment within the structure).
4. A detailed description of the proposed cabling routing and device/component installation to support each door opening for each building project shall be submitted for approval by the County prior to installation.
5. The system software must have the ability to expand to operate multiple facilities upon installation.
6. The facilities' door hardware must be reviewed during each project to ensure that the system controls and components for each door are compatible with the existing door hardware installed. If not compatible vendor shall submit a proposal and costs to recommend a replacement of door hardware to ensure safe and efficient operation.
7. Vendor must be able to provide the hardware to run the system software. Vendor must also be able to provide the County the minimum hardware requirements, in the event the County wishes to purchase hardware to run the system software.
8. Vendor must have the ability to maintain a training level with equipment and software used Countywide and to provide on-going training as required for County employees.
9. Vendor must have the ability to maintain security systems for each building during the installation phase of each new project.
10. Vendor must be able to make appropriate timely repairs to ceiling and walls after installation.

**B. System Requirements**

Requirements of the keycard access control system include:

1. Ability to assign multiple levels of individual access.
2. Ability to assign access to multiple facilities using the same card.
3. Ability to designate each facility as a workstation within the network. Each workstation needs the ability to program cards and make changes related to their individual facility.
4. Ability of each workstation to monitor its individual facility, including generation of internal reports.

5. Ability to reprogram and reissue cards providing unlimited use of keycards. If cards are to have employee pictures then cards can not be re-issued.
6. Ability to issue/activate keycards from one location (personnel) and provide accessibility to multiple workstations (facility locations).
7. Networkable software to include central monitoring from one location if desired. (i.e., personnel to have the ability to monitor or alter access to any workstation within the network).
8. Initial software package must be scalable to allow future network expansion.
9. System must include battery back up to ensure minimum 4-hour operation during power failures for the facility keycard access control system.
10. System must have ability to monitor power and have method of generating power failure and battery back-up failure reports.
11. Ability to perform back-up battery tests annually to assure battery readiness during power failures.
12. Ability to generate custom or ad hoc reports regarding entry, exit, etc. per workstation from individual facilities.
13. Ability to control door locking and unlocking by schedule and/or holidays.

#### **C. Deliverables**

1. Work with individual departments to install keycard access control systems.
2. Maintain and monitor keycard access control systems.
3. Provide replacement key cards.
4. Assist departments as needed with technical advice
5. Assist in bid review and evaluation if requested by department.

Successful vendors will be required to keep the County of San Bernardino informed of the newest keycard access control system equipment and technological features that affect the security and safety of the County of San Bernardino immediately.

As new equipment and technology emerges, the successful vendors will provide the County of San Bernardino information/pricing to allow County of San Bernardino the option to purchase under current agreement. The successful vendors must have the ability to provide the equipment and technological features within a reasonable time.

#### **V. Contract Requirements**

##### **A. General**

##### **1. Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

##### **2. Taxes**

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Vendor or on any taxes levied on employee wages. The County shall only



pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

**3. Representation of the County**

In the performance of the Contract, Vendor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

**4. Vendor Primary Contact**

The Vendor will designate an individual to serve as the primary point of contact for the Contract. Vendor or designee must respond to County inquiries within two (2) business days. Vendor shall not change the primary point of contact without written notification and acceptance of the County. Vendor will also designate a back-up point of contact in the event the primary contact is not available.

**5. Change of Address**

Vendor shall notify the County in writing of any change in mailing address within ten (10) business days of the change.

**6. Subcontracting**

Vendor agrees not to enter into any subcontracting contracts for work contemplated under the Contract without first obtaining written approval from the County. Any subcontracting shall be subject to the same provisions as Vendor. Vendor shall be fully responsible for the performance and payments of any subcontracting.

**7. Agreement Assignability**

Without the prior written consent of the County, the contract is not assignable by Vendor either in whole or in part.

**8. Agreement Amendments**

Vendor agrees any alterations, variations, modifications, waivers, or provisions of the Contract shall be valid only when reduced to writing, duly signed, attached to the original Contract, and approved by the required persons.

**9. Termination for Convenience**

The County for its convenience may terminate in whole or in part upon thirty (30) calendar day's written notice this Contract. If such termination is effected, an equitable adjustment in the price provided for in this Contract shall be made. Such adjustment shall provide for payment to the Vendor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Vendor shall promptly discontinue services unless the notice directs otherwise.

**10. Attorney Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V. B. 1. - Indemnification.

**11. Venue**

The venue of any action or claim brought by any party to this Contract will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.

**12. Licenses and Permits**

Vendor shall ensure that it has all necessary licenses and permits required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Vendor shall maintain these licenses and permits in effect for the duration of this Contract. Vendor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses and permits may result in immediate termination of this Contract.

**13. Notification Regarding Performance**

In the event of a problem or potential problem that will impact the quality or quantity of work, services, or the level of performance under this Contract, the Vendor shall notify the County within one (1) working day, in writing and by telephone.

**14. Conflict of Interest**

Vendor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or any relationship to the Vendor, or officer, or employee of the Vendor.

**15. Improper Consideration**

Vendor shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee, or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate any Contract, if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee, or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension, or evaluation process once a Contract has been awarded.

Vendor shall immediately report any attempt by a County officer, employee, or agent to solicit (either directly or through an intermediary) improper consideration from Vendor. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**16. Employment of Former County Officials**

Vendor agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Vendor. The information provided includes a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of vendor. For purposes of this provision, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit, or Safety Management Unit. Failure to provide this information may result in the response to the REQUEST FOR QUALIFICATION being deemed non-responsive.

**17. Inaccuracies or Misrepresentations**

If in the administration of a Contract, the County determines that Vendor has made a material misstatement, misrepresentation, or omission that materially inaccurate information has been provided to the County during the RFQ process, the Contract may be immediately terminated. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**18. Recycled Paper Products**

The County has adopted a recycled product purchasing standards policy (Procurement of Recycled Products 11-10SP), which requires Vendors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Vendors to use both sides of paper sheets for reports submitted to the County whenever practicable.

**19. Ownership of Documents**

All documents, data, products, graphics, computer programs, and reports prepared by the Vendor pursuant to this Contract shall be considered property of the County upon payment for product/services. All such items shall be delivered to the County at the completion of work under this Contract, subject to the requirements of Section V.A.9. -Termination for Convenience. Unless otherwise directed by the County, Vendor may retain copies of such items.

**20. Release of Information**

No news releases, advertisements, public announcements or photographs arising out of this Contract or Vendor's relationship with County may be made or used without prior written approval of the County.

**21. Disclosure of Criminal and Civil Proceedings**

The County reserves the right to request the information described herein from the vendor selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the vendor. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected vendor also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected vendor may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the vendor will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected vendor may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the vendor will be asked to describe any such

legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision “key employees” includes any individuals providing direct service to the county. “Key employees” do not include clerical personnel providing service at the firm’s offices or locations.

## **22. Electronic Fund Transfer Program**

Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor’s designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

## **B. Indemnification and Insurance Requirements**

### **1. Indemnification**

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor’s indemnification obligation applies to the County’s “active” as well as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code Section 2782.

Additional Insured – All policies, except for the Workers’ Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insureds with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

Waiver of Subrogation Rights – The Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor’s employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

Policies Primary and Non-Contributory – All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

Severability of Interests – The Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

Proof of Coverage – The Contractor shall furnish Certificates of Insurance to the County Department administering the contract evidencing the insurance coverage, including endorsements, as required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor

commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

Acceptability of Insurance Carrier – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

Deductibles and Self-Insured Retention - Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

Failure to Procure Coverage – In the event that any policy of insurance required under this contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

Insurance Review – Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

## **2. Insurance Specifications**

The Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

Workers’ Compensation/Employers Liability – A program of Workers’ Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer’s Liability with \$250,000 limits

covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

Commercial/General Liability Insurance – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:

1. Premises operations and mobile equipment.
2. Products and completed operations.
3. Broad form property damage (including completed operations).
4. Explosion, collapse and underground hazards.
5. Personal injury.
6. Contractual liability.
7. \$2,000,000 general aggregate limit.

Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits  
or

Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

## **C. Right to Monitor and Audit**

### **1. Right to Monitor**

The County and the State of California shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall

have absolute right to monitor the performance of Vendor in the delivery of services provided under this Contract. Vendor shall give full cooperation in any auditing or monitoring conducted. Vendor shall cooperate with the County in the implementation, monitoring, and evaluation of this contract and comply with any and all reporting requirements established by the County.

**2. Availability of Records**

All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Contract or until all pending County, State, and Federal audits are completed, whichever is later.

**VI. Proposal Submission**

**A. Proposal Presentation Instructions**

1. All proposals must be submitted on 8 ½" x 11" paper, neatly typed, double-sided on recycled paper, with normal (1 inch) margins and single-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments, must be clearly and consecutively numbered at the bottom center of each page. If submitting proposals for both system types clearly identify and submit a separate reference and cost sheet for each system type.
2. One (1) original and five (5) copies, total of six (6), of the complete proposal must be received by the deadline for receipt of proposal specified in Section II, Proposal Timeline. The original should be clearly marked "Original". The original and all copies must be in a sealed envelope or container stating on the outside: Vendor Name, Address, Telephone Number, RFQ Number, RFQ Title, and Proposal Due Date.
3. Proposals must be verified before submission as they cannot be withdrawn, or corrected after being opened. The COUNTY will not be responsible for errors, or omissions on the part of bidders in making up their proposals. A responsible officer or employee must sign proposals. California State Sales Tax should not be included in Vendor's quotation
4. Hand carried proposals may be delivered to the address above only between the hours of 8 a.m. and 5 p.m., Monday through Friday, excluding holidays observed by the County. Vendors are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

The COUNTY reserves the right to reject any and all proposals or portions of proposal or alternates received by reasons of this request, to negotiate separately with any source whatsoever in any manner necessary to serve its interests.

The COUNTY realizes that factors other than price are important. As a result, price may not be the sole factor upon which the COUNTY'S decision to award is based. Award may be based on unit prices or cumulative totals or upon other considerations. The COUNTY will make the award based upon the proposal, which best meets, its need. The COUNTY may reject any or all proposals, any portion of a proposal, and may waive any informality or immaterial irregularities in a proposal.

**B. Proposal Format**

Responses to this RFQ must be in the form of a proposal package that must be submitted in the following manner.

**1. Cover Page**

Submit RFQ coversheet (**Attachment A**) fully completed and signed by a duly authorized officer, employee, or agent of the Vendor submitting the proposal on behalf of the Vendor.

**2. Table of Contents**

All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

**3. Statement of Experience**

Include the following in this section of the proposal:

- a. Business name of the prospective Contractor and legal entity such as corporation, partnership, etc.
- b. Number of years the prospective Contractor has been in business under the present business name, as well as related prior business names.
- c. Overview of business.

**4. Minimum Vendor Requirements**

Complete, initial, sign and include in the submitted proposal, Minimum Vendor Requirements, **Attachment B**.

**5. Exceptions to RFQ**

Complete **Attachment C** and include in submitted proposal.

**6. Employment of Former County Officials**

Provide information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former county administrative officials who terminated county employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "county administrative official" is defined as a member of the Board of Supervisors or such officer's staff, County Administrative Officer or member of such officer's staff, county department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFQ being deemed non-responsive.

**7. Vendor's Financial Capability**

- a. Proposer must provide the Company's Annual Report for the last two years. Proposer must also include independently audited financial statements for the most recent completed fiscal year. If audited financial statements are not available, please provide unaudited financial statements along with a certification from the owners and the Company's accountant that the information accurately reflects the company's current financial status. If the business is a sole proprietorship, please provide Schedule C of the Internal Revenue Service forms as well as a certification from the owner and the accountant that the information accurately reflects the business' current financial status.
- b. Alternatively, provide tax returns from the most recent completed fiscal year or a letter from the Proposer's financial institution indicating the Proposer can carry up to sixty (60) days worth of invoices before obtaining payment.



**8. Statement of Certification**

Complete, initial, sign, and include in the submitted proposal, Statement of Certification, **Attachment D**.

**9. References - Attachment E (including related projects)**

Proposers must provide at least three (3) different customer references in Southern California, one (1) of which should be a government agency (**other than the County of San Bernardino**) that you have installed and serviced the system and have hands-on familiarity of the product. Please provide the telephone number and person to contact at three different companies or agencies with accounts similar to San Bernardino County.

**10. Brief Synopsis that Proposer Understands the Scope of Work**

Provide a detailed description of the proposal.

Brief synopsis of the Vendor's understanding of the County's needs and how the Vendor plans to meet these needs. This should provide a broad understanding of the Vendor's entire proposal. Include in this section discussion of the following:

- a. The number of technicians in the County's service area.
- b. Whether third-party personnel will be used in the installation of the product.
- c. Whether third-party personnel will be used on service calls.
- d. Whether technician response to service calls at the County's remote desert facilities will require more than 4-6 hours arrival time.
- e. What is the response time to service calls in all other areas.
- f. Type and length of initial training vendor will provide to Building Staff.
- g. Whether vendor will provide training and coordination of installation with County staff as necessary.
- h. The number of service calls included in the initial purchase of the system.
- i. The number of upgrades of service/software is included in the initial purchase of the system.
- j. Fire Department access, and other related factors.
- k. Building access during power failure.

**11. Proposed Deliverables**

- a. Cost
- b. Quality and Reliability of Service
- c. References
- d. Financial stability. This review will be based upon Vendor provided business financial statements.
- e. Emergency Requirement Support
- f. Customer Service Support
- g. Normal Repair
- h. Point of Contact/Escalation Process
- i. Price Guarantee
- j. Technical Support
- k. Billing
- l. Ability of Vendor to Supply Required Services and Systems Upgrades

**12. Detailed Cost Statement**

Provide proposed cost ranges on **Attachment F** - Proposed Cost Range Sheet. For evaluation purposes, please provide pricing for the following:

- a. Hardware
- b. Software (include certifications/training manuals, etc.)
- c. Doors (If cost varies by type of door then specify)

- d. Installation
- e. Training
- f. Relocation of access contacts within facility
- g. Additional keycards (list volume discounts separately)
- h. Fire panel costs

Additionally, provide a **Service Call Price Sheet** of services not included in the initial purchase of system.

- 13. Other relative and/or pertinent information that you feel is needed for consideration of RFQ submitted.
- 14. A statement that the prospective Vendor has a demonstrated capacity to perform the required services.
- 15. **Insurance**  
Submit evidence of ability to insure as stated in Section V, Paragraph B, Indemnification and Insurance Requirements.
- 16. **Proposal Checklist**  
A proposal check list (**Attachment G**) is included as a convenience to ensure that all items requested have been included in the proposal

## **VII. Evaluation Process**

### **A. General**

All proposals will be subject to a standard review process developed by the County by an Evaluation Committee. The committee will be comprised of appropriate County personnel from multiple stakeholder departments, with the appropriate experience and/or knowledge, striving to ensure that the committee is balanced. Scoring proposals will be based on an ordinal ranking system.

### **B. Evaluation Criteria**

#### **1. Initial Review**

- a. All proposals will be evaluated initially to determine if they meet the minimum technical requirements.
- b. The proposal must be complete, in the required format, and be in compliance with all material requirements of this RFQ.
- c. Prospective Vendors must meet the requirements as stated in the Minimum Vendor Requirements as outlined in **Attachment B**.

Failure to meet all of these requirements may result in a rejected proposal. No proposal shall be rejected, however, if it contains a minor irregularity, defect, or variation, if the irregularity, defect, or variation is considered by the County to be immaterial or inconsequential. In such cases, the vendor will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect, or variation, or the County may elect to waive the deficiency and accept the proposal.

#### **2. Deliverables Review**

Proposals meeting the above requirements will be evaluated on the basis of the following criteria (not necessarily in order of priority):

- a. Cost (**Attachment F**)
- b. Quality and Reliability of Service
- c. References

- d. Financial stability. This review will be based upon Vendor provided business financial statements.
- e. Emergency Requirement Support
- f. Customer Service Support
- g. Normal Repair
- h. Point of Contact/Escalation Process
- i. Price Guarantee
- j. Technical Support
- k. Billing
- l. Ability of Vendor to Supply Required Services and Systems Upgrades

**3. Oral Presentation and Demonstration**

The top vendors may be invited to an oral interview.

**C. Contract Award**

1. Contract(s) will be awarded based on a competitive selection of proposals received. A recommendation will be made to the Board of Supervisors. The Board makes the ultimate determination regarding award of contract.
2. The contents of the proposal of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual contract may result in cancellation of the award.
3. It is anticipated that the County will award multiple contracts for Keycard Access Control Systems installations and services. The County reserves the option to make award(s) as it deems to be in the best interest of the County.
4. Cost of service is an important factor in the evaluation process, but the County is not obligated to accept the lowest cost proposal. Ability to provide a quality service in a timely manner at a low or reasonable cost in accordance with the RFQ requirements is critical to a successful proposal.

**D. Disputes Relating to Proposal Process and Award**

In the event a dispute arises concerning the proposal process prior to the award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Purchasing. Vendor may appeal the recommended award or denial of award, provided the following stipulations are met:

1. Appeal must be in writing.
2. Must be submitted within ten (10) calendar days of the date of the recommended award or denial of award letters.

An appeal of a **denial of award** can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments.
2. There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. A violation of State or Federal law.

Appeals will not be accepted for any other reasons than those stated above. All appeals must be sent to:

Laurie Rozko, Interim Director  
County of San Bernardino  
Purchasing Department  
777 East Rialto Avenue  
San Bernardino, CA 92415-0760

**ATTACHMENT A – COVER PAGE**

**PROPOSAL FOR KEYCARD ACCESS CONTROL SYSTEM SERVICES AND PRODUCT**

**VENDOR'S NAME** (*name of firm, entity or organization*):

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**FEDERAL EMPLOYER IDENTIFICATION NUMBER:**

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**NAME AND TITLE OF VENDOR'S CONTACT PERSON:**

---

**MAILING ADDRESS:**

**STREET ADDRESS:**

---

**CITY, STATE, ZIP:**

---

**TELEPHONE NUMBER:**

---

**FAX NUMBER:**

---

**EMAIL ADDRESS:**

---

**VENDOR'S ORGANIZATIONAL STRUCTURE**

☐ Corporation    ☐ Partnership    ☐ Proprietorship    ☐ Joint Venture

☐ Other (explain):

---

If Corporation,    Date Incorporated: \_\_\_\_\_ State Incorporated: \_\_\_\_\_

States registered in as foreign corporation:

**VENDOR'S SERVICES OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS RFQ REQUESTS:**

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**VENDOR'S AUTHORIZED SIGNATURE:**

The undersigned hereby certifies that this proposal is submitted in response to this solicitation.

**SIGNED:**

---

**DATE:**

---

**PRINT NAME:**

---

**TITLE:**

---

**ATTACHMENT B – MINIMUM VENDOR REQUIREMENTS**

**The following requirements apply to all prospective vendors.**

	<b>Requirement</b>	<b>Agree (initial)</b>	<b>Agree with qualification (initial and attach explanation)</b>
1.	Have a minimum of three (3) years continuous experience in having installed and maintained Lenel and/or Kantech keycard access control systems required by County to other governmental agencies and/or private companies similar to County.		
2.	Have no record of unsatisfactory performance with state and local fire marshals and other regulatory agencies, including unsatisfactory performance on prior county contracts.		
3.	Have no outstanding or pending complaints as determined through the Better Business Bureau and State of California Department of Consumer Affairs, or if applicable, the California State Contractors' License Board.		
4.	Maintain certifications from Lenel and/or Kantech to ensure continuous availability of installation, equipment, technical support and software upgrades during the term of the contract.		
5.	Must be current with certifications and provide copies to County.		
6.	Must specify their highest level of certification and have at a minimum in good standing a State of California License C-7 issued by the California State Contractors' License Board. County's preference is in good standing a State of California C-10 issued by the California State Contractors' License Board.		
7.	Must have qualified staff that can install and maintain system Lenel and/or Kantech keycard access control systems.		
8.	Must be able to provide service Countywide		
9.	Must be currently licensed to do business in the State of California, which will be validated by you providing copies of all licenses and/or certifications as part of your proposal.		
10.	Must provide proof of certification of vendor, technicians and product.		
11.	Have a representative at the mandatory proposal conference as referenced in Section I. (D)		
12.	Provide at least three (3) <b>different</b> customer references (excluding the County of San Bernardino), one (1) of which should be government, serviced by the company where similar access control systems have been installed and serviced. Provide a customer contact name, telephone number, address, and dates of service on <b>Attachment E - References</b> .		
13.	Submit proposal in the manner as stated in Section VI of this proposal.		
<b>SIGNED</b>		<b>PRINT NAME</b>	
<b>TITLE</b>		<b>DATE</b>	

**ATTACHMENT C – EXCEPTIONS TO RFQ**

**CONTRACTOR NAME** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

\_\_\_\_\_

**TELEPHONE** (\_\_\_\_) \_\_\_\_\_ **FAX** (\_\_\_\_) \_\_\_\_\_

I have reviewed the RFQ and General Contract Terms in their entirety and have the following exceptions:  
(Please identify and list your exceptions by indicating RFQ, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

**ATTACHMENT D – STATEMENT OF CERTIFICATION**

The following statements are incorporated as part of our proposal for Keycard Access Control System in response to County of San Bernardino RFQ No. K21.

	<b>Statement</b>	<b>Agree (initial)</b>	<b>Agree with Qualification (initial and attach explanation)</b>
1.	The offer made in this proposal is firm and binding for 180 days from the date the proposal is opened and recorded.		
2.	All aspects of this proposal, including cost, have been determined independently and without consultation with any other prospective Vendor or competitor for the purpose of restricting competition.		
3.	All declarations in the proposal and attachments are true and this shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the RFQ and the proposal submitted shall be binding if the proposal is selected and a contract awarded.		
5.	The County will be provided with any other information the County determines is necessary for an accurate determination of our ability to provide the services being proposed.		
6.	If selected, we will comply with all applicable rules, laws, and regulations.		

\_\_\_\_\_  
**SIGNATURE**

\_\_\_\_\_  
**DATE**

\_\_\_\_\_  
**PRINT NAME**

\_\_\_\_\_  
**COMPANY**

**ATTACHMENT E - REFERENCES**

<b>Agency</b>	<b>Contact Name/Address</b>	<b>Phone Number</b>	<b>Dates Services Provided (from/through*)</b>

Proposers must provide at least three (3) different customer references in Southern California, one (1) of which should be a government agency (**other than the County of San Bernardino**) that you have installed and serviced the system and have hands-on familiarity of the product.

\*Enter "**Present**" if still providing the services.      Example: 10/08/04/present.



[illegible]

**ATTACHMENT F – PROPOSED COST RANGE SHEET (Page 2 of 2)**

**TYPE OF SYSTEM** \_\_\_\_\_

SOFTWARE AND LICENSE REQUIREMENTS		
Item	Unit	Price

INSTALLATION AND MAINTENANCE		
Item	Unit	Price
Installation		
Maintenance		

TRAINING		
Item	Unit	Price
End Users		
Training the Trainers		
Administrators		

OTHER ASSOCIATED COSTS		
Item	Unit	Price

**ATTACHMENT G – PROPOSAL CHECKLIST**

**Use this checklist to ensure that all items requested have been included.**

	<b>Items Completed</b>	<b>Page # of Proposal</b>
1.	Attachment A – Cover Page	
2.	Attachment B – Minimum Vendor Requirements	
3.	Attachment C – Exceptions to RFQ	
4.	Attachment D – Statement of Certification	
5.	Attachment E – References	
6.	Attachment F – Proposed Cost Sheet	
7.	Licenses/Certifications	
8.	Annual Reports / Financial Statements	